

STATE OF SOUTH CAROLINA

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

Application of Reunion Communications, Inc. for a
Certificate of Public Convenience and Necessity to
Provide Resold Intrastate Interexchange
Telecommunications Services and for Alternative
Regulation of its Interexchange Service Offerings
within the State of South Carolina

COVER SHEET

DOCKET

NUMBER: 2010 - - C

(Please type or print)

Submitted by: John J. Pringle, Jr.

SC Bar Number: 11208

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Columbia SC 29202

Other:

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)

NATURE OF ACTION (Check all that apply)

- ☐ Electric
☐ Electric/Gas
☐ Electric/Telecommunications
☐ Electric/Water
☐ Electric/Water/Telecom.
☐ Electric/Water/Sewer
☐ Gas
☐ Railroad
☐ Sewer
☐ Telecommunications
☐ Transportation
☐ Water
☐ Water/Sewer
☐ Administrative Matter
☐ Other: _____

- ☐ Affidavit
☐ Agreement
☐ Answer
☐ Appellate Review
☒ Application
☐ Brief
☐ Certificate
☐ Comments
☐ Complaint
☐ Consent Order
☐ Discovery
☐ Exhibit
☐ Expedited Consideration
☐ Interconnection Agreement
☐ Interconnection Amendment
☐ Late-Filed Exhibit

- ☐ Letter
☐ Memorandum
☐ Motion
☐ Objection
☐ Petition
☐ Petition for Reconsideration
☐ Petition for Rulemaking
☐ Petition for Rule to Show Cause
☐ Petition to Intervene
☐ Petition to Intervene Out of Time
☐ Prefiled Testimony
☐ Promotion
☐ Proposed Order
☐ Protest
☐ Publisher's Affidavit
☐ Report

- ☐ Request
☐ Request for Certification
☐ Request for Investigation
☐ Resale Agreement
☐ Resale Amendment
☐ Reservation Letter
☐ Response
☐ Response to Discovery
☐ Return to Petition
☐ Stipulation
☐ Subpoena
☐ Tariff
☐ Other: _____

**BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

DOCKET NO. _____

In the Matter of:)
APPLICATION OF **REUNION COMMUNICATIONS, INC.**)
FOR A CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO PROVIDE RESOLD INTRASTATE)
INTEREXCHANGE TELECOMMUNICATIONS)
SERVICES AND FOR ALTERNATIVE REGULATION OF)
ITS INTEREXCHANGE SERVICE OFFERINGS WITHIN)
THE STATE OF SOUTH CAROLINA)

REUNION COMMUNICATIONS, INC.

REUNION COMMUNICATIONS, INC. ("Applicant") hereby submits this application for a Certificate of Public Convenience and Necessity to operate as a reseller of interexchange telecommunications services within the State of South Carolina pursuant to South Carolina Statutes and the rules and regulations of the South Carolina Public Service Commission. Applicant requests that its interexchange services be subject to alternative regulation, pursuant to South Carolina Code § 58-9-585 (Supp. 2009), as was first granted by the Commission in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C.

In support of this application, the Company provides the following information:

1. Applicant is a corporation organized under the laws of the State of Illinois and is authorized to transact business within the State of South Carolina as evidenced by Applicant's Articles of Incorporation and Certificate of Authority which are attached hereto as **Exhibits A and B**, respectively.
2. Applicant's representative, legal name and principal address are as follows:

Mark Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525
Ph. (630) 243-7414
Fax (630) 243-7417
E-mail: mwidbin@reunioncommunications.com

3. Correspondence regarding this application should be directed to:

Leon Nowalsky, Esq.
Nowalsky, Bronston & Gothard, APLLC
3500 N. Causeway Blvd., Suite 1442
Metairie, LA 70002
Ph. (504) 832-1984
Fx. (504) 831-0892
E-Mail: lnowalsky@nbgllaw.com

and to local counsel at:

John J. Pringle, Jr. Jr.
Ellis Lawhorne & Sims, P.A.
P.O. Box 2285
Columbia, SC 29202
Ph. (803) 343-1270
Fx. (803) 799-8479
E-Mail: jpringle@ellislawhorne.com

4. The Company's Customer Service contact is:

Mark Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525
Ph. (630) 243-7414
Fax (630) 243-7417
E-mail: mwidbin@reunioncommunications.com

5. Applicant seeks to provide resold interexchange telecommunications services from points of origin within the State of South Carolina. Applicant will not construct any facilities to implement the authority sought herein. The proposed services will be furnished using the transmission facilities of other certificated carriers to the extent permitted by the Commission and where consistent with applicable law. Applicant will resell its proposed long distance services throughout the State of South Carolina.
6. The Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States. Specifically, Applicant requests:
- a) removal of maximum rate tariff requirements for its business services, consumer card, operator service (Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Operator surcharges and per-minute rates for this type of call were capped by Order No. 2001-997 dated

November 8, 2001) and future private line, and customer network-type offerings;

- b) that tariff filings for these uncapped offerings are presumed valid upon filing. If the Commission institutes an investigation of a particular filing within seven days, the tariff filing will be suspended until further order of the Commission; and
- c) any relaxation in the reporting requirements that may be adopted for AT&T shall apply to the Applicant also.

7. The Company will bill its customers directly on a monthly basis.
8. Applicant will adhere to Commission regulations regarding intraLATA traffic, including the guidelines set forth in Order No. 93-462, dated June 3, 1993. Applicant understands that the Commission has expanded intraLATA competition to allow operator service providers to service intraLATA traffic and Applicant reserves the right to provide such intraLATA service, consistent with the order of the Commission in Docket Nos. 92-182-C, 92-183-C and 92-200-C, Order No. 92-480.
9. The principal officers of the Company have the technical and managerial experience necessary for the execution of the business plans described herein as evidenced by the brief description of experience and qualifications of its officers and/or key management personnel which has been attached hereto as **Exhibit C**.
10. The Applicant has the financial backing necessary to provide the services described herein. Attached as **Exhibit D** is a copy of the most recent financial statements of the Applicant.
11. The Company is currently authorized to provide services in the states of Alabama, California, Florida, Illinois, Louisiana, Mississippi and Tennessee. The Applicant has not been denied authority to operate in any state.
12. The Company will offer the services set forth in its tariff which is attached as **Exhibit E**.
13. Applicant submits that it has the technical, managerial and financial resources and ability to conduct its business for the benefit of the public as is reflected in this application.
14. Approval of Applicant's application will serve public interest by increasing competition within the interexchange marketplace and provide consumers with a greater choice of long distance services.

WHEREFORE, Applicant prays that the South Carolina Public Service Commission grant it the authority to provide competitive resold interexchange telecommunications services within the State of South Carolina, grant the alternative regulation in accordance with South Carolina Code Ann. Sec. Sec. 58-9-585 (Supp. 2009) in the same manner as granted in Order Nos. 95-1734, and 96-55, and grant such other relief as is just and proper.

Respectfully Submitted,

REUNION COMMUNICATIONS, INC.

By: s/John J. Pringle, Jr.
John J. Pringle, Jr., Attorney
Ellis Lawhorne & Sims, P.A.
P.O. Box 2285
Columbia, SC 29202
Phone: (803) 343-1270
jpringle@ellislawhorne.com

Attorney for Applicant

March 9, 2010
Columbia, South Carolina

EXHIBIT A

ARTICLES OF INCORPORATION

Form **BCA-2.10** | **ARTICLES OF INCORPORATION** | 6194-5091

(Rev. Jan. 1998)

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
<http://www.sos.state.il.us>

This space for use by Secretary of State

FILED
DEC 26 2001

PAID
DEC 27 2001

EXPEDITED

JESSE WHITE
SECRETARY OF STATE

SUBMIT IN DUPLICATE!

This space for use by Secretary of State

Date 12/26/01
Franchise Tax \$ 25.00
Filing Fee \$ 75.00
Approved: \$ 100.00

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

1. CORPORATE NAME: Reunion Communications, Inc.



(The corporate name must contain the word "corporation", "company", "incorporated", "limited" or an abbreviation thereof.)

2. Initial Registered Agent: F&L Corp.

First Name	Middle Initial	Last Name
330 North Wabash Avenue, Suite 3300		
Number	Street	Suite #
Chicago	IL Cook	60611
City	County	Zip Code

3. Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)

To engage in any lawful act or activity for which corporations may be incorporated under the Illinois Business Corporation Act of 1983, as amended.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ 0.01	100,000	1,000	\$ 1,000

TOTAL = \$ 1,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

5. OPTIONAL: (a) Number of directors constituting the initial board of directors of the corporation: One
(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP
Mark D. Widbin	637 S. Madison Avenue, LaGrange, Illinois 60525	

6. OPTIONAL: (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. OPTIONAL: OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated December 21, 2001
(Month & Day) Year

Signature and Name
1. <u>Jennifer Ashby, Inc.</u> <u>Jennifer Ashby, Inc.</u> (Type or Print Name)
2. _____ Signature (Type or Print Name)
3. _____ Signature (Type or Print Name)

Address
1. <u>801 Adlai Stevenson Drive</u> <u>Springfield, Illinois 62703</u> City/Town State ZIP Code
2. _____ Street City/Town State ZIP Code
3. _____ Street City/Town State ZIP Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
 - The filing fee is \$75.
 - The minimum total due (franchise tax + filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
 - The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
- Illinois Secretary of State Springfield, IL 62756
Department of Business Services Telephone (217) 782-9522 or 782-9523

C-162.20



CP0511437

File # D 6194-509-1

Form **BCA-5.10**
NFP-105.10
(Rev. Jan. 1999)

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-3647
<http://www.sos.state.il.us>

**STATEMENT OF
CHANGE
OF REGISTERED AGENT
AND/OR REGISTERED
OFFICE**

FILED

JAN 21 2004

JESSE WHITE
SECRETARY OF STATE**PAID**
JAN 22 2004DEPARTMENT OF
BUSINESS SERVICES

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date

Filing Fee \$5

Approved: *DeR*Remit payment in check or money order,
payable to "Secretary of State."Type or print in black ink only.
See reverse side for signature(s).1. CORPORATE NAME: REUNION COMMUNICATIONS, INC.2. STATE OR COUNTRY OF INCORPORATION: ILLINOIS

3. Name and address of the registered agent and registered office as they appear on the records of the office of the Secretary of State (before change):

Registered Agent	<u>FEL ILLINOIS CORP.</u>		
	First Name	Middle Name	Last Name
Registered Office	<u>330 N. WABASH AVE. SUITE 3300</u>		
	Number	Street	Suite No. (A P.O. Box alone is not acceptable)
	<u>CHICAGO, ILLINOIS</u>	<u>60611</u>	<u>COOK</u>
	City	ZIP Code	County

4. Name and address of the registered agent and registered office shall be (after all changes herein reported)

Registered Agent	<u>FEL CORP.</u>		
	First Name	Middle Name	Last Name
Registered Office	<u>321 N. CLARK STREET, SUITE 2800</u>		
	Number	Street	Suite No. (A P.O. Box alone is not acceptable)
	<u>CHICAGO, ILLINOIS</u>	<u>60610</u>	<u>COOK</u>
	City	ZIP Code	County

EXHIBIT B

CERTIFICATE OF AUTHORITY



REUNION COMMUNICATIONS, INC.

*Note: This online database was last updated on 3/2/2010 6:01:47 PM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Foreign
STATUS:	Good Standing
STATE OF INCORPORATION	ILLINOIS
/ ORGANIZATION:	Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	CORPORATION SERVICE COMPANY
ADDRESS:	1703 LAUREL STREET
CITY:	COLUMBIA
STATE:	SC
ZIP:	29201
SECOND ADDRESS:	
FILE DATE:	05/21/2007
EFFECTIVE DATE:	05/21/2007
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Agent	12/06/2007	CHG AGTS ADD CORPORATION SERVICE COMPANY	
Authority	05/21/2007	AUTH.	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address // Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Postal Address // P.O. Box 11350 Columbia, SC 29211

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**APPLICATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA**

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation) Reunion Communications, Inc.
2. It is incorporated as (check applicable item) [☒] a general business corporation, [☐] a professional corporation, under the laws of the state of Illinois
3. The date of its incorporation is 12/27/01 and the period of its duration is perpetual
4. The address of the principal office of the corporation is 106 W. Calender Ave., #190 in the
Street Address
city of LaGrange and the state of IL 60525
Zip Code
5. The address of the proposed registered office the state of South Carolina is
5000 Thurmond Mall Boulevard in the city of Columbia in
Street Address
South Carolina 29201
Zip Code
6. The name of the proposed registered agent in this state at such address is
Corporation Service Company
Print Name

I hereby consent to the appointment as registered agent of the corporation.

Corporation Service Company

By: _____
Signature of the Registered Agent

7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a) Name of Directors	Business Address
Mark D. Widbin	106 W. Calender Ave., #190
	LaGrange, IL 60525

b) Name and Office of Principal Officers	Business Address
Mark D. Widbin	106 W. Calender Ave., #190
	LaGrange, IL 60525
Kathryn A. Hoekstra	106 W. Calender Ave., #190
	LaGrange, IL 60525

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares (and Series, if any)	Authorized Number of Each Class (and Series)
Common	100,000

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230):

Date

Reunion Communications, Inc.

Name of Corporation

Signature

Mark D. Widbin, President

Type or Print Name and Office

EXHIBIT C

MANAGEMENT PROFILES

Mark D. Widbin

October 2008

Reunion Communications, Inc., LaGrange, Illinois 2001-present
"Provider of toll limitation services to CLEC and IXC clients"

- President and Founder
 - ✓ Provides technology and toll control features to IXC clients who wish to control end user toll usage to the value to which customer is entitled
 - ✓ Proprietary software and processes developed
 - ✓ Company is in good standing in Illinois and in all states where the company does business

DBS Cellular, Schaumburg, Illinois 1995-1999
"A cellular reseller serving the prepay market segment"

- President, September 1997 to August 1998
 - Appointed President in September 1997
 - ✓ Increased revenue base 128% within six months
 - ✓ Produced operating profits within five months
 - ✓ Accomplished the above without staff or salary changes
- Attracted investor group that purchased company
- Vice President, 1995 to September 1997
 - Prime mover in the launch of the prepay cellular Chicago market
 - Responsible for product management
 - Built distribution network

First Choice America Telecommunications 1999-2001
"A residential prepaid dialtone company"

- President
 - Developed concept for prepaid dialtone integrating debit technology
 - Negotiated vendor supplier contracts
 - Recruited staff
 - Supervised configuration of software and installation of debit platform
 - Financial problems of majority shareholder prevented effective entry to market

Ameritech Cellular Services, Schaumburg, Illinois 1993-1995

- Manager, Corporate Accounts
 - Responsible for account management and development within the Fortune 250 market in Chicago

Metromedia/Tri-Tel Communications Corporation, 1989-1993

- General Manager for this long distance reseller
 - Improved branch ranking from sixteenth (16th) to third place within twelve months
 - Created and implemented new sales compensation plan which reduced acquisition cost by 31% while increasing sales volume over 100%

Sprint Communications Corporation, 1983-1989

- Positions included Regional Sales Director, Product Manager and Market Manager
 - Managed sales and administrative force, achieving a 42% sales increase while meeting expense goals
 - Implemented contract (non-tariff) pricing policy, which exceeded revenue goals
 - Developed lodging and banking market products, and launched consultant liaison program

MCI Telecommunications Corporation, 1981-1982

- National Account Manager to the Fortune 500 market
 - Ranked 7th of 50 (nationwide) in sales performance
 - Exceeded both sales and retention goals

Education

DePaul University, Chicago, Illinois, 1982
Applied Computer Science Courses
Telecommunications Program

Industry Memberships

Telecommunications Resellers Association
National Wireless Resellers Association
International Communications Association
National Association of Alternative Local Carriers (vendor member)

Kathryn A. Hoekstra

Summary of Experience

- Supervision of department staff
- Capital planning
- Project, system, and vendor management

2001 to present **Reunion Communications, Inc., LaGrange, Illinois**
Provider of toll control services to the IXC wholesale market

2000 to 2001 **First Choice America Telecommunications**
Provider of prepaid dial tone and related telecommunications products to the consumer market

Manager, Technical Service Responsible for successful technical and operational implementation of Homisco VANX and integration of McLeodUSA network services.

1996 to 1999 **Trans Union LLC, Chicago, Illinois**
International Credit Reporting company

Manager, PBX/Voice Services Responsible for voice telecommunications services nationwide, including call detail recording, directory, local and long distance network services, cellular, and call center services in addition to traditional PBX and voice mail systems.

- Relocated several locations and assisted in infrastructure design, system upgrades or new system selections; implementations in new and existing construction.
- Upgraded call detail recording methods to insure greater accuracy and quicker customer response time.
- Provided recommendations for new 500-agent call center integrating the resources of long distance carrier, PBX provider and call center software manufacturer.
- Consolidated maintenance contracts to insure universal level of service and standardized pricing.
- Implemented new network services where appropriate to achieve cost savings for locations in all regions.

1973 to 1996 **Material Service Corporation, Chicago, Illinois**
Leading manufacturer of diversified building materials to the construction industry

1993 to 1996 **Senior Telecommunications Specialist, Data System Services Department**
Responsible for all aspects of telecommunications network services and systems including ROLM 9000, 9751, 9200 and PhoneMail Release 5.3; AT&T System 25, Merlin II and Merlin Plus, Centrex and various electronic and 1A2 key systems.

1991 to 1993 **Department Manager**
Responsible for all aspects of telecommunications systems and projects including contract negotiation, design, planning, budget, implementation and supervision of telecommunications staff. Department eliminated due to downsizing; responsibility transferred to Data System Services Department.

1973 to 1991 **Coordinator**
Responsible for management of telecommunications systems and projects, including design, planning, implementation, user training, and maintenance.

Also provided support to the Office Services and Facilities departments for facility management, furniture, records, forms design, supplies, printing and mail services.

PROFESSIONAL MEMBERSHIPS

Chicago Industrial Communications Association (CICA); officer positions and Board of Directors, 1991 to Present

Midwest & National ROLM Users Group, 1994 to 1999

Village Party of LaGrange, Treasurer, 2001

EXHIBIT D

FINANCIAL STATEMENTS

REUNION COMMUNICATIONS, INC.

Profit & Loss

January through October 2009

	<u>Jan - Oct 09</u>
Ordinary Income/Expense	
Income	
1+ Debit switch	77,342.28
1+ LD	136,090.57
DP Equipment Rental	16,500.00
Fees	145,426.93
Regulatory Cost Recovery Fee	2,740.56
Sales	0.01
Subscription Services	3,941.13
Toll Free Debit	654,116.51
Toll Free Resale	12,843.65
Total Income	<u>1,049,001.64</u>
Cost of Goods Sold	
COGS Minutes	<u>506,256.67</u>
Total COGS	<u>506,256.67</u>
Gross Profit	542,744.97
Expense	
Automobile Expense-Cadillac	3,551.07
Automobile Expense-Ford	322.00
Automobile Expense - GMC Envoy	3,796.77
Bank Fees & Credit Crd Trans Fee	1,584.34
Computer Repairs	550.29
Computer Supplies	2,381.59
Cost Recovery Fee Refund	222.65
Cross Product Subsidy	5,279.75
Debit Platform Maintenance	32,516.70
Dues and Subscriptions	1,113.75
Employee Health Benefits	10,945.50
Equipment Lease	15,068.59
Finance Charge Business Credit	971.60
Insurance	6,401.73
Interest - Auto Loan	1,742.86
Interest - LOC	1,183.12
IT Consulting	13,928.23
IT Consulting-RIS	-2,709.68
Licenses and Permits	316.50
Loan Interest (SHCC)	6,968.22
Miscellaneous	919.52
Office Supplies	5,473.22
Payroll Expenses	246,714.59
Payroll Expenses-RIS	-30,116.83
Payroll processing expense	1,729.10
Payroll Tax Expense	19,688.41
Payroll Tax Expense-RIS	-2,369.18
Postage and Delivery	979.96
Printing and Reproduction	652.54
Professional Development	213.96
Professional Fees	

REUNION COMMUNICATIONS, INC.

Profit & Loss

January through October 2009

	<u>Jan - Oct 09</u>
Accounting	4,570.62
Legal Fees	1,604.95
Programming Assistance	<u>1,601.35</u>
Total Professional Fees	7,776.92
Regulatory Compliance	10,677.20
Rent	
COLO Rent	18,250.00
Office Rent	<u>9,670.00</u>
Total Rent	27,920.00
Sales Incentive	17,002.24
Sales Promotion	832.45
Software	1,058.78
Taxes	
State	<u>471.60</u>
Total Taxes	471.60
Telephone	6,991.88
Travel & Ent	
Entertainment	224.95
Lodging	2,094.70
Meals	3,698.33
Travel	<u>4,250.08</u>
Total Travel & Ent	10,268.06
Utilities	
Gas and Electric	<u>226.25</u>
Total Utilities	<u>226.25</u>
Total Expense	<u>433,246.25</u>
Net Ordinary Income	109,498.72
Other Income/Expense	
Other Income	
Interest Income	183.24
Other Income	<u>16.00</u>
Total Other Income	<u>199.24</u>
Net Other Income	<u>199.24</u>
Net Income	<u><u>109,697.96</u></u>

REUNION COMMUNICATIONS, INC.

Balance Sheet

As of October 31, 2009

	<u>Oct 31, 09</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash Operating Account	-2,056.77
Disbursement Account	9,921.69
Hinsdale Money Market	41,851.01
Total Checking/Savings	<u>49,715.93</u>
Accounts Receivable	
A/R <Client Name Redacted>	19,545.55
A/R <Client Name Redacted>	571.09
A/R <Client Name Redacted>	15,503.15
A/R <Client Name Redacted>	970.87
A/R <Client Name Redacted>	15,857.27
A/R <Client Name Redacted>	4,114.88
Total Accounts Receivable	<u>56,562.81</u>
Other Current Assets	
Cadillac Warranty	1,544.68
Due from RIS-Payroll & Other	8,061.15
Loan to RIS	13,000.00
Loan to Shareholder	9,051.70
Total Other Current Assets	<u>31,657.53</u>
Total Current Assets	137,936.27
Fixed Assets	
Accumulated Depreciation	-17,536.00
Automobile	39,574.00
Automobile - GMC	10,530.78
Batteries	872.83
Computer	17,690.31
Fixed Asset - Office Construction	1,200.00
Office Furniture	6,571.24
Telephone System	4,943.34
Tires	899.46
Van	3,400.00
Total Fixed Assets	<u>68,145.96</u>
Other Assets	
Amortize Costs	1,976.19
Employee Loan - RG	3,339.34
IXC Application Expense	700.00
Organization Costs	
Accumulated Amortization	-800.00
Organization Costs - Other	800.00
Total Organization Costs	<u>0.00</u>
TCAST Deposit	<u>4,500.00</u>
Total Other Assets	<u>10,515.53</u>

4:51 PM
12/07/09
Accrual Basis

REUNION COMMUNICATIONS, INC.

Balance Sheet

As of October 31, 2009

	Oct 31, 09
TOTAL ASSETS	<u>216,597.76</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,520.82
Total Accounts Payable	<u>1,520.82</u>
Credit Cards	
American Express - Open 82007	7,145.87
American Express Open - 51007	518.92
Total Credit Cards	<u>7,664.79</u>
Other Current Liabilities	
Deposits	
<Client Name Redacted>	1,000.00
Total Deposits	<u>1,000.00</u>
Due to M. D. Widbin (Expenses)	141.53
Due to R. Gordon (Expenses)	110.27
Due to RIS	
Due to RIS-Internet Pre-Paid	21,161.87
Total Due to RIS	<u>21,161.87</u>
ILEC Liability	11,447.09
Line of credit - Hinsdale Bank	33,414.90
Prepaid Liabilities	
Liab - <Client Name Redacted>	96.80
Liab - <Client Name Redacted>	872.69
Liab - <Client Name Redacted>	500.04
Liab - <Client Name Redacted>	-1,321.10
Liab - <Client Name Redacted>	3,490.98
Liab - <Client Name Redacted>	278.63
Liab - <Client Name Redacted>	652.81
Liab - <Client Name Redacted>	74.16
Liab - <Client Name Redacted>	11.13
Liab - <Client Name Redacted>	1,413.97
Liab - <Client Name Redacted>	61.07
Liab - <Client Name Redacted>	6,802.42
Liab - <Client Name Redacted>	-4,524.54
Liab - <Client Name Redacted>	5,373.05
Liab - <Client Name Redacted>	1,949.80
Liab - <Client Name Redacted>	-728.30
Liab - <Client Name Redacted>	3,017.81
Liab - <Client Name Redacted>	1,603.88
Liab - <Client Name Redacted>	-134.90
Liab - <Client Name Redacted>	9,623.46
Liab - <Client Name Redacted>	927.51

REUNION COMMUNICATIONS, INC.

Balance Sheet
As of October 31, 2009

	<u>Oct 31, 09</u>
Liab - <Client Name Redacted>	-1,990.58
Liab - <Client Name Redacted>	644.17
Liab - <Client Name Redacted>	2,224.26
Liab - <Client Name Redacted>	619.07
Liab - <Client Name Redacted>	2,000.00
Liab - <Client Name Redacted>	218.89
Liab - <Client Name Redacted>	810.93
Liab - <Client Name Redacted>	590.12
Liab - <Client Name Redacted>	-722.78
Liab - <Client Name Redacted>	555.51
Liab - <Client Name Redacted>	621.22
Liab - <Client Name Redacted>	3,944.59
Liab - <Client Name Redacted>	1,250.00
Liab - <Client Name Redacted>	-4,794.29
Liab - <Client Name Redacted>	49.32
Liab - <Client Name Redacted>	-689.88
Total Prepaid Liabilities	<u>35,371.92</u>
Sales/Excise Tax Due	2,394.89
USF Liabilities	
Dues to USF	29,224.11
Reserve Estimate - Q1 2008	2,189.47
Reserve Estimate - Q2 2008	1,997.24
Reserve Estimate - Q3 2008	1,804.47
Reserve Estimate - Q4 2008	1,494.56
Reserve USF (2007)	1,517.47
USF Payment	-29,975.61
Total USF Liabilities	<u>8,251.71</u>
Total Other Current Liabilities	<u>113,294.18</u>
Total Current Liabilities	122,479.79
Long Term Liabilities	
Auto Loan - National City	18,988.75
Bank of America - 9500	35,561.22
Officer Loans TOTAL	
Officer Loan - 0802	17,174.89
Officer Loan - 1164	14,253.70
Officer Loan - 5478	10,020.70
Officer Loan - 7445	5,622.36
Total Officer Loans TOTAL	<u>47,071.65</u>
Total Long Term Liabilities	<u>101,621.62</u>
Total Liabilities	224,101.41
Equity	
Dividend Distribution	-73,480.00
Opening Bal Equity	1,000.00

4:51 PM
12/07/09
Accrual Basis

REUNION COMMUNICATIONS, INC.

Balance Sheet

As of October 31, 2009

	<u>Oct 31, 09</u>
Retained Earnings	-44,721.61
Net Income	<u>109,697.96</u>
Total Equity	<u>-7,503.65</u>
 TOTAL LIABILITIES & EQUITY	 <u><u>216,597.76</u></u>

REUNION COMMUNICATIONS, INC.
Statement of Cash Flows
January through October 2009

	<u>Jan - Oct 09</u>
OPERATING ACTIVITIES	
Net Income	109,697.96
Adjustments to reconcile Net Income	
to net cash provided by operations:	
A/R - <Client Name Redacted>	983.69
A/R - <Client Name Redacted>	-6,093.04
A/R - <Client Name Redacted>	-571.09
A/R - <Client Name Redacted>	-13,200.85
A/R - <Client Name Redacted>	-970.87
A/R - <Client Name Redacted>	-13,315.77
A/R - <Client Name Redacted>	-4,114.88
Cadillac Warranty	-1,544.68
Due from RIS-Payroll & Other	-4,590.13
Loan to RIS	-13,000.00
Loan to Shareholder	-57.31
Accounts Payable	1,520.82
American Express - Open 82007	-1,684.86
American Express Open - 51007	-1,179.41
Due to M. D. Widbin (Expenses)	-641.81
Due to R. Gordon (Expenses)	110.27
Due to RIS:Due to RIS-Internet Pre-Paid	14,935.56
ILEC Liability	579.29
Line of credit - Hinsdale Bank	14,639.73
Prepaid Liabilities:Liab - <Client Name Redacted>	-1,108.65
Prepaid Liabilities:Liab - <Client Name Redacted>	500.04
Prepaid Liabilities:Liab - <Client Name Redacted>	-4,050.30
Prepaid Liabilities:Liab - <Client Name Redacted>	6,261.32
Prepaid Liabilities:Liab - <Client Name Redacted>	-130.02
Prepaid Liabilities:Liab - <Client Name Redacted>	251.21
Prepaid Liabilities:Liab - <Client Name Redacted>	-940.12
Prepaid Liabilities:Liab - <Client Name Redacted>	24.68
Prepaid Liabilities:Liab - <Client Name Redacted>	3,065.97
Prepaid Liabilities:Liab - <Client Name Redacted>	-3,158.60
Prepaid Liabilities:Liab - <Client Name Redacted>	-2,432.34
Prepaid Liabilities:Liab - <Client Name Redacted>	-6,395.10
Prepaid Liabilities:Liab - <Client Name Redacted>	-40.08
Prepaid Liabilities:Liab - <Client Name Redacted>	9,222.28
Prepaid Liabilities:Liab - <Client Name Redacted>	3,388.52
Prepaid Liabilities:Liab - <Client Name Redacted>	183.85
Prepaid Liabilities:Liab - <Client Name Redacted>	833.18
Prepaid Liabilities:Liab - <Client Name Redacted>	5,201.46
Prepaid Liabilities:Liab - <Client Name Redacted>	-134.90
Prepaid Liabilities:Liab - <Client Name Redacted>	18,588.77
Prepaid Liabilities:Liab - <Client Name Redacted>	927.51
Prepaid Liabilities:Liab - <Client Name Redacted>	-1,209.38
Prepaid Liabilities:Liab - <Client Name Redacted>	-37,737.76
Prepaid Liabilities:Liab - <Client Name Redacted>	3,302.21
Prepaid Liabilities:Liab - <Client Name Redacted>	154.68
Prepaid Liabilities:Liab - <Client Name Redacted>	119.47
Prepaid Liabilities:Liab - <Client Name Redacted>	619.07
Prepaid Liabilities:Liab - <Client Name Redacted>	2,000.00

REUNION COMMUNICATIONS, INC.
Statement of Cash Flows
January through October 2009

	<u>Jan - Oct 09</u>
Prepaid Liabilities:Liab - <Client Name Redacted>	588.73
Prepaid Liabilities:Liab - <Client Name Redacted>	142.57
Prepaid Liabilities:Liab - <Client Name Redacted>	522.98
Prepaid Liabilities:Liab - <Client Name Redacted>	810.93
Prepaid Liabilities:Liab - <Client Name Redacted>	246.23
Prepaid Liabilities:Liab - <Client Name Redacted>	-1,415.23
Prepaid Liabilities:Liab - <Client Name Redacted>	-262.75
Prepaid Liabilities:Liab - <Client Name Redacted>	476.49
Prepaid Liabilities:Liab - <Client Name Redacted>	2,178.88
Prepaid Liabilities:Liab - <Client Name Redacted>	-3,236.82
Prepaid Liabilities:Liab - <Client Name Redacted>	-903.08
Prepaid Liabilities:Liab - <Client Name Redacted>	10,276.14
Sales/Excise Tax Due	2,114.18
USF Liabilities:Dues to USF	13,834.36
USF Liabilities:Reserve Estimate - Q4 2008	-1,503.21
USF Liabilities:USF Payment	<u>-18,298.11</u>
Net cash provided by Operating Activities	84,381.88
INVESTING ACTIVITIES	
Automobile - GMC	-10,530.78
Batteries	-872.83
Computer	-6,173.89
Fixed Asset - Office Construction	-1,200.00
Office Furniture	-1,831.84
Telephone System	-4,943.34
Tires	-899.46
Amortize Costs	-1,976.19
Employee Loan - RG	<u>-3,339.34</u>
Net cash provided by Investing Activities	-31,767.67
FINANCING ACTIVITIES	
Auto Loan - National City	18,988.75
Automobile Loan	-25,540.37
Bank of America - 9500	-3,976.59
Officer Loans TOTAL:Officer Loan - 0802	-6,967.08
Officer Loans TOTAL:Officer Loan - 1164	8,550.98
Officer Loans TOTAL:Officer Loan - 5478	-3,428.54
Officer Loans TOTAL:Officer Loan - 7445	-2,563.06
Dividend Distribution	<u>-46,780.00</u>
Net cash provided by Financing Activities	<u>-61,715.91</u>
 Net cash increase for period	 -9,101.70
 Cash at beginning of period	 <u>58,817.63</u>
Cash at end of period	<u><u>49,715.93</u></u>

EXHIBIT E

PROPOSED TARIFF

TITLE SHEET

RESALE TELECOMMUNICATIONS SERVICES

This tariff applies to the Resale Interexchange Telecommunications Services furnished by Reunion Communications Inc. within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business located at 106 W. Calendar Avenue #190, LaGrange, Illinois 60525.

The Company's toll free telephone number is: 1-877-828-7724.

ISSUED: March 9, 2010

EFFECTIVE:

ISSUED BY: Mark Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and Revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

ISSUED: March 9, 2010**EFFECTIVE:**

ISSUED BY: Mark Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

INDEX

Title Sheet.....	01
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In A Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be Sheet 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet will accompany the filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just new revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled.

Carrier - Reunion Communications, Inc., unless specifically stated otherwise.

Commission - The South Carolina Public Service Commission.

Company - Reunion Communications, Inc., also referred to as Carrier.

Completed Calls - Completed calls are answered calls on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Customer-Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

Directory Assistance - Directory Assistance Service consists of supplying listed telephone numbers to persons who call the Directory Assistance Bureau.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

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1.1 Definitions: (continued)

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m.; from 8:00 a.m. to 10:59 p.m. on Saturday; and from 8:00 a.m. to 4:59 p.m. Sunday.

ORS - South Carolina Office of Regulatory Staff.

Person - Any individual, firm, partnership, corporation, company, association or other legal entity.

Premises - The customers location for services.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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SECTION 2 - REGULATIONS

2.1 Undertaking of Carrier

Carrier provides long distance message toll telephone service to customers for their transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis (30 days) and are available twenty-four (24) hours a day, seven (7) days a week.

2.2 Limitations on Service

2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law or any violation of South Carolina Regulation 103-625.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

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Reunion Communications, Inc.
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LaGrange, IL 60525

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the service description.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

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Reunion Communications, Inc.
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LaGrange, IL 60525

2.4 Limitation of Liability (continued)

2.4.3 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence, of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

The Company will keep a record of any condition resulting in any interruption of service pursuant to South Carolina Regulation 103-614.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

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Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair on Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.

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Reunion Communications, Inc.
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2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for such time.

The Company will keep a record of all test procedures which are performed in accordance with South Carolina Regulation 103-617.

2.7.3 Deposits

A. Carrier may require a customer or prospective customer to pay a deposit if the following conditions exist:

1. The customer's past telecommunications utility payment record reflects delinquent payment practices. (i.e. customer had 2 consecutive 30-day arrearages or more than 2 non-consecutive 30-day arrearages within the past 24 months, or has been sent four or more late payment notices in the past 9 months.)
2. A new customer cannot furnish either a letter of good credit or an acceptable cosigner or guarantor on the same system within South Carolina to guarantee payment.
3. An existing customer has no deposit and is presently delinquent in payment. (i.e. customer had 2 consecutive 30-day arrearages, or more than 2 non-consecutive 30-day arrearages, within the past 24 months, or has been sent four or more late payment notices in the past 9 months.)
4. A customer has had service terminated by any telecommunications utility for non-payment or fraudulent use.

B. For new customers deposits will be an amount equal to two (2) months estimated total billing (including toll and taxes) and for existing customers deposits will be an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) month period.

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Reunion Communications, Inc.
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2.7.3 Deposits (continued)

- C. Deposit amounts may be adjusted upward or downward to reflect the actual billing experience and payment habits of the customer. All adjustment in Deposits will conform to South Carolina Regulation 103-621.
- D. Simple interest accruing annually shall be paid on deposits held by the Company at a rate prescribed by the Commission for the period during which the deposit was held. Payment of interest shall be made to the customer at least every two (2) years and at the time the deposit is returned. A deposit will cease to draw interest on the date it is returned, the date service is terminated or on the date notice is sent to the customer's last known address that the deposit is no longer required.
- E. Deposits will be refunded with interest after two (2) years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past 6 months.

ISSUED: March 9, 2010

EFFECTIVE:

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Reunion Communications, Inc.
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LaGrange, IL 60525

2.7 Customer Responsibility

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order for a change in the service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user-provided facilities.

ISSUED: March 9, 2010

EFFECTIVE:

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Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred on behalf of the customer by the Company.

2.7.6 Payment and Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is due within 20 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid to the customers last known address.
- C. Interest at the rate of 1.5% will be added to any unpaid balance brought forth from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be in lieu of any other penalties allowed by law.
- D. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears.
- E. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due Carrier, past the due date, or any violation of South Carolina Regulation 103-625.

ISSUED: March 9, 2010

EFFECTIVE:

ISSUED BY: Mark Widbin, President
Reunion Communications, Inc.
106 W. Calendar Avenue #190
LaGrange, IL 60525

2.7.7 Billing Disputes

If written or verbal notice of dispute as to charges is not received by the Company within the applicable statute of limitations such bill shall be deemed correct and binding. In the case of a billing dispute between the user and the Carrier for service furnished to the user, which cannot be settled with mutual satisfaction, the user can take the following course of action:

- 1.) First, the user may request, and the Carrier will provide, an in-depth review of the disputed amount. This can be done by dialing 1-866-598-0672. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.) Second, if there is still a disagreement about the disputed amount after the investigation and review by manager of the Carrier, the user may file an appropriate complaint with the Office of Regulatory Staff. The Commission's address is:

South Carolina Office of Regulatory Staff
Consumer Affairs Division
1441 Main Street, Suite 300
Columbia, South Carolina 29201
Phone: (803) 737-5230

2.7.8 Application of Charges

The charge for services are those in effect for the period that service is furnished.

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2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for each interruption of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues beyond two hours.

2.8.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by Carrier

Carrier may refuse or discontinue service for any of the reasons listed below without incurring any liability. Unless otherwise stated, the customer will be allowed a reasonable time in which to comply with the rule before service is discontinued.

- A. Non-payment of regulated sums due to Carrier for service for more than thirty (30) days beyond the date of rendition of the bill for such regulated services. Service will not be discontinued without prior written notice to the customer in accordance with 26 S.C. Code Ann. Regs. 103-633 (Supp. 1999);
- B. For a violation of any regulation governing the service under this tariff;

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2.8.3 Disconnection of Service by Carrier (continued)

- C. For a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- D. Without notice, in the event of a condition determined hazardous by the Company;
- E. Without notice in the event of customer use of equipment in such a manner as to adversely affect Carrier's provision of service to others;
- F. For failure of customer to permit Carrier reasonable access to its equipment.

2.8.4 Fractional Charges Upon Discontinuance of Service

Credits for a fractional part of a month are calculated by counting the number of days in the billing period before service was discontinued. That number is divided by thirty days and the resultant fraction multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.5 Adjustment of Bills

If it is found that the Company has directly or indirectly, by any device whatsoever, charged, collected or received from any customer a greater or lesser compensation for any service rendered by the Company, the Company will follow the regulations set forth in Section 103-623 of the South Carolina Code of Regulations.

2.9 Termination of Service

2.9.1 Termination by Customer

When a customer desires to have service terminated, the customer must notify the Company orally or in writing. The Company will send the customer a final bill for service within a reasonable time after the receipt of such notice of termination.

2.9.2 Termination by the Company

Service may be terminated by the Company for non-payment of a bill, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice that settlement of the account must be made within five days or service will be disconnected. Service will be terminated only on Monday through Thursday between the hours of 8:00 a.m. and 4:00 p.m., unless provisions have been made by the Company to have someone available to accept payment and reconnect service.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion of the last day for which service was provided to the customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

$$\text{Formula:} \quad \frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 97% of calls attempted during peak use periods for all Feature Group D (1+) services.

3.7 Special Services

A Special Service is any service requested by the customer for which there is no prescribed rate in this tariff. Special Service charges will be developed on an individual case basis and submitted to the Office of Regulatory Staff for prior approval.

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3.8 Services Offerings

The company provides the following services:

3.8.1 Message Toll Service (MTS)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.8.2 Inbound 8XX Service

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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3.8.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via a toll free telephone number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

Directory assistance is the provision of listed telephone numbers to requesting customers. The Company will provide directory assistance service to customers at a per call charge.

3.8.5 Operator Services

The Company will not provide operator services to end users. The Company's underlying carrier will provide and bill for all operator assisted services.

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SECTION 4 - RATES AND CHARGES

4.1 Usage Charges

4.1.1 Usage Charges

Usage is either flat rated or determined by the time of day rate periods and minutes of use within each rate period. Time of day rate periods are determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Total charge for a fraction of a cent will be rounded to the next highest whole cent.

4.1.4 Taxes

All rates stated are exclusive of any applicable taxes.

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4.2 Marketing

4.2.1 Special Promotions

Any marketing efforts will clearly indicate to the potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation. Any special promotions will be filed with the Commission and Office of Regulatory Staff at least 14 days prior to initiation of the promotion.

4.2.1 Marketing Statement

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the carrier hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedure, if any, set forth by the Public Service Commission. Additionally, it will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. It understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certificate to complete intrastate telecommunications traffic within the State of South Carolina.

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4.3 Outbound 1+ Service

\$0.06 per minute. Maximum rate \$0.18 per minute.
Billed in whole minute increments.

4.4 Inbound 8XX Service

\$0.06 per minute. Maximum rate \$0.18 per minute.
Billed in whole minute increments.

4.5 Travel Card Service

\$0.25 per minute.
Billed in whole minute increments.
Per call surcharge: None.

The payphone surcharge stated in Section 4.9 will apply to calls placed to an 8XX number.

4.6 Directory Assistance

The Company's customers will be billed the following per call charge to be connected to the local exchange company directory assistance service for directory assistance calls within the State.

Directory Assistance Charge: \$0.89 per call

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4.7 Returned Check Charge

Any customer issuing Carrier a check(s) returned to Carrier for insufficient funds will be charged a fee equal to or less than provided in SC Code Ann. 34-11-70.

4.8 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

4.9 Dial Around Pay Telephone (Payphone) Surcharge

A dial around surcharge of \$0.35 per call will be added to any completed intrastate toll access code and subscriber 8XX type calls placed from a public or semi-public payphone.

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PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2010-_____-C

Reunion Communications, Inc. has filed an Application with the Public Service Commission of South Carolina ("Commission"), for a Certificate of Public Convenience and Necessity, pursuant to S.C. Code Ann. § 58-9-280, to provide resold interexchange telecommunications services throughout the State of South Carolina, and for alternative regulation of its interexchange offerings.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, SC 29210; the Commission's website at www.psc.sc.gov, and is available through John J. Pringle, Jr., Ellis, Lawhorne & Sims, P.A. P. O. Box 2285, Columbia, SC 29202.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at _____ a.m. on _____, 2010, before Hearing Examiner _____, in the Commission's Law Library at 101 Executive Center Drive, Saluda Building, Columbia, SC 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, 2010 and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2010-_____-C.*

Any person who wishes to testify and present evidence at the hearing should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, SC 29211, and John J. Pringle, Esq. at the above address, on or before _____, 2010, and indicate the amount of time required for his presentation. *Please refer to Docket No. 2010-_____-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before _____, 2010. *Please refer to Docket No. 2010-_____-C.*

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
ATTN: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211

March _____ 2010